



BUSINESS MENU PLAN **LIFE COVER**

Plan details - November 2019



WE GIVE THIS BOOKLET OF TERMS AND CONDITIONS TO EVERYONE WHO BUYS LIFE COVER UNDER THE BUSINESS MENU PLAN. IT TELLS YOU HOW YOUR COVER WORKS AND EXPLAINS HOW TO MAKE A CLAIM, KEEP YOUR PREMIUMS UP-TO-DATE AND HOW TO MAKE CHANGES TO YOUR COVER.

These terms and conditions are part of the contract between **you**, the plan owner, and **Royal London**. Please keep them in a safe place, as **you** may need them in the future.

The contract between **you** and **Royal London** consists of **your application** to **us**, these terms and conditions, **your** cover summary (which will detail each cover that **you** buy from **us**) and any **endorsements** to these terms and conditions that **we** give **you**. Where there's a conflict between these terms and conditions and **your** cover summary, the terms set out in **your** cover summary will apply.

Cancelling your plan

If, after taking out the plan, **you** feel it isn't suitable, **you** may cancel it by writing to **us** at the address shown on page 4. If **you** do this within 30 days of receiving **your** cover summary and plan details, **we'll** return any premiums **you've** paid. If **you** cancel after the first 30 days, **we** won't refund any of **your** premiums. For information on cancelling **your** cover, see page 11.

If **you** would like this booklet or any other information in large print, in braille or on audio CD, please call **us** on **0345 6094 500**.

Before you start, please note:

Any words in **bold** are defined in section 4 of this booklet.

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Changes before your cover starts

You must tell **us** if there's a change to anything in **your application** in the time after **you've** applied for **your** cover, but before the **date we assume risk**. These changes could be affecting **you** or the **person covered**. For example, a change to health, occupation or leisure activities of the **person covered** or a change to **your** or the **person covered's** country of residence. If **you** don't let **us** know about any changes **we** might not pay out if **you** make a claim. Or, **we** might change the terms of **your** cover or cancel it.

We'll give **you** a copy of **your application** and any other information **we've** been given, if **you** ask **us**. It will help if **you** have **your** plan number to hand when **you** contact **us**.

Changes at any time

At any time, please remember to tell **us** if any of the following change:

- **you** stop being resident in **the UK**, Jersey, Guernsey or the Isle of Man
- **your** name, or the name of the **person covered**
- **your** address
- **your** bank account.

You can contact **us** in the following ways:



0345 6094 500



protectionhelp@royallondon.com



0345 6094 522



Royal London, 1 Thistle Street,
Edinburgh EH2 1DG



royallondon.com

If **you** phone **us**, **we** might record or monitor **your** call so **we** have an accurate record of anything **you** tell **us**.

1. HOW YOUR COVER WORKS

Life Cover is designed to pay out if the **person covered** either dies or is diagnosed with a **terminal illness** that meets **our** definition during the **term of the cover**.

You'll find **our** definition of **terminal illness** in section 4.

How to make a claim

If **you** or **your** representatives want to make a claim, please call **us** on 0345 6094 500.

Please contact **us** as soon as possible, so **we** can help **you** as quickly as **we** can. It will help **us** if **you** have **your** plan number to hand when **you** contact **us**. Before **you** call, please read through the information below.

What happens when you make a claim

We'll send **you** a claim form – please fill it in and send it back to **us**. Depending on what **your** claim is for, **we'll** also ask for other information. For example:

- a birth, marriage or death certificate
- medical information, or medical records
- paperwork about **your** mortgage
- proof of change of name.

We'll pay what **we** consider to be the reasonable cost of all medical reports or evidence **we** ask for.

Who we'll pay

We'll pay the cover amount to the person who is legally entitled to receive it. This will depend on the circumstances at the time, and whether the plan that **your** cover is under has been assigned or put under trust.

We usually pay the owner of the plan the cover is under or, if they've died, their personal representatives. If a personal representative wants to claim, they must send **us** an original Grant of Representation or Confirmation. If there are joint plan owners, **we'll** pay them jointly. If one of the joint plan owners has died, **we'll** pay the survivor of them.

If the plan that **your** cover is under has been assigned, **we'll** pay the assignee. If an assignee wants to claim, they must send **us** the original Deed of Assignment.

If the plan that **your** cover is under is written in trust, **we'll** pay the trustees. The trustees must then follow the terms of the trust to distribute the money to the chosen beneficiaries. If trustees want to claim, they must send **us** the original Trust Deed, and any original deeds altering the trust. **We** won't be responsible for checking that the trust has been properly established, validly altered or whether it has been terminated.

When we will and won't pay a claim

To confirm that the **person covered** meets **our** definition of **terminal illness**, **we** might:

- ask the **person covered** to be examined by a doctor or health specialist **we** choose, or
- ask for any other evidence **we** may reasonably require, for example a report from a GP or treating consultant.

We'll pay a claim if:

- Life Cover is shown on **your** cover summary,

- during the **term of the cover** the **person covered** (or if there are two people covered, either of them) dies or is diagnosed with a **terminal illness** that meets **our** definition, and
- the information **you** send **us** is correct and complete, and **your** claim is valid according to these terms and conditions.

You'll find **our** definition of **terminal illness** in section 4.

We'll pay out once and then **your** cover will stop.

We won't pay a claim if:

- it's the result of an **exclusion** shown on **your** cover summary,
- it's the result of **intentional self-inflicted injury**, unless it's a claim for death more than 12 months after **your** cover starts or restarts, or
- the **person covered** doesn't meet **our** definition of a **terminal illness**.

We might also not pay **your** claim if:

- **you** or the **person covered** didn't answer the questions on **your application** fully, honestly and to the best of **your** or their knowledge and ability,
- **you** didn't tell **us** about a change in circumstances between when **you** originally submitted **your application** and the **date we assumed risk**. This includes changes to information about the health, occupation or leisure activities of the **person covered** or **your** or the **person covered's** country of residence, or
- if **you** don't send **us** everything **we** ask for, or if the information **you** do provide is incorrect or incomplete.

How much we'll pay

Your cover summary shows how much **we'll** pay for a claim for each cover **you** have with **us**.

We work out **your** amount of cover from the date the **person covered** dies or meets **our** definition of **terminal illness**. **We** won't take into account any change to **your** amount of cover after this date.

If your cover is payable as a level lump sum

We'll pay the amount of cover shown on **your** cover summary.

If your cover is payable as an increasing lump sum

We'll pay:

- the amount of cover shown on **your** cover summary, or
- the amount of cover **we've** written to tell **you** following an increase in cover, if that's greater.

If your cover is payable as a decreasing lump sum, and the additional features in your cover summary show that a mortgage interest rate applies

We'll pay the amount that would have been outstanding under a loan or mortgage if the loan or mortgage:

- was equal to the amount of cover shown on **your** cover summary on the date cover started,
- had a term the same as the **term of the cover** on the date cover started,
- had a yearly interest rate equal to that shown in the additional features in **your** cover summary, and

- had equal monthly repayments made between the date the cover started (as shown on **your** cover summary) and the date the claim became payable.

As a result, the amount of cover will decrease each month for the remaining **term of the cover**. The amount of cover may not be enough to pay off the loan or mortgage if the interest rate of the loan or mortgage was different to the yearly interest rate shown in the additional features in **your** cover summary.

Your Premiums

It's really important that **you** keep up to date with paying **your** premiums.

When your premiums are due

Your first premium is due on the date **your** cover starts. **We'll** collect it on this date or shortly after, by direct debit. **Your** last premium is due on the date shown on **your** cover summary. **We'll** tell **you** before **we** collect the first premium.

If you're paying your premiums monthly

You must pay a premium every month from the date **your** first premium is due to **your** last. **Your** premiums are usually due on the same day of the month that **your** plan started. If **you'd** rather **we** collected **your** premiums on a different day of the month, please ask **us**.

If you're paying your premiums yearly

You must pay a premium every year from the date **your** first premium is due to **your** last. **Your** premiums are usually due on the same day of the year that **your** plan started. If **you'd** rather **we** collected **your** premiums on a different day in the same month, please ask **us**.

What happens if you don't pay a premium

If **you** don't pay **your** first premium, **your** plan won't start – so **you** won't be covered.

If any other premium is five weeks overdue, **we'll** cancel the plan **your** cover is under – so **you** won't be covered any more. **We'll** write to **you** to tell **you** that **we've** cancelled **your** plan.

What to do if we cancel your plan

If **we** cancel **your** plan because **you** didn't pay a premium, **you** can ask **us** to restart it. **We'll** need **you** to tell **us** if there has been a change to the health, occupation or leisure activities of the **person covered** since **your** plan start date, so there may be times when **we** can't restart **your** plan. If this happens, **we'll** explain **our** decision to **you**.

When and how your premiums could change

If your cover is level lump sum, or decreasing lump sum

As long as **you** pay **your** premiums on time, **your** premiums won't change for the **term of the cover**.

If your cover is payable as an increasing lump sum

On each anniversary of **your** plan starting, **your** premium will increase by the rate shown in the additional features section of **your** cover summary, multiplied by 1.2. **We'll** tell **you** how much the increase will be at least a month before it takes place.

2. CHANGING YOUR COVER

Increasing cover

This only applies where **you** have chosen **your** amount of cover to be payable as an increasing lump sum.

The amount of cover will increase each year on the anniversary of the date **your** plan started, which will be shown on **your** cover summary. The additional features in **your** cover summary shows whether **your** cover will increase each year by a fixed rate or by the **retail price index**. As **your** amount of cover increases, **your** premiums will also increase.

We'll write to **you** at least a month before the increase takes place to tell **you** how much the increase in **your** amount of cover will be and how much **your** new premium will be. If **you** don't want **your** amount of cover or **your** premium to increase, **you** must tell **us** at least five days before the increase is due to take place and **we'll** cancel the increase. If **we** cancel two consecutive increases **we** won't offer **you** any further increases to **your** amount of cover.

If **you** add a new cover to **your** plan, **your** new cover may start on a different day than **your** plan started. The date **your** original plan started can be found on **your** original cover summary. Where this happens, the first increase in **your** amount of cover for **your** additional cover will be on the first anniversary of **your** plan start date which comes after this additional cover has been in force for 12 months.

Cover Increase Options

Your cover comes with Cover Increase Options if **we** give **you** **standard terms**. This means **you** can increase **your** amount of cover in certain circumstances without giving **us** any medical information.

How it works

You can increase **your** amount of cover, without giving **us** any medical information, if there's an increase:

- in the value of a key person
- to **your** business mortgage or loan but not if there's an increase in **your** overdraft
- in the value of a partner's, limited liability partnership member's or shareholder's interest in the business.

All **we** need to see is some evidence of the event, for example:

- how the value of the key person has been calculated and **we** might need to see copies of the business accounts
- written confirmation from the lender, or a copy of the new loan offer
- evidence of the increase in the value of partner or shareholder interest.

You need to ask **us** to increase **your** cover within six months of the event happening. And the **person covered** must be under the age of 55 – if there are two people covered, both of them must be under the age of 55 at the time of the request to increase. **We'll** work out a new premium for **your** cover, and **you** can then decide whether **you** want to go ahead with the increase.

Limits on increasing your cover

You can increase **your** cover more than once but the total **you** can increase **your** cover by is the lower of:

- half **your** original amount of cover, or
- £200,000.

If **you** have more than one type of cover or more than one plan with **us** on the life of the same **person covered**, the limits apply to all of them added together – not separately to each cover or plan.

Limits for an increase in the value of a key person

You can increase **your** amount of cover by a maximum of:

- five times the amount of increase in salary, or
- twice the increase in gross profits attributable to that person,

whichever is lower, subject to the limits on increasing your cover above.

Your new cover will have the same additional features as **your** original cover, which are shown on **your** cover summary. **Your** new cover will be on the terms and conditions that **we** offer at the time of the increase. It must last at least as long as **our** minimum term at that time, but no longer than the time remaining on **your** original cover. **You** can find the end date of **your** original cover on **your** cover summary that **we** sent to **you** at the time **you** took out **your** original plan. So, if the time remaining on **your** original cover is less than **our** minimum term at that time, **you** can't increase **your** cover in this way.

Your new premiums will be based on:

- the same terms **we** applied to **your** original cover – or the terms that **we** applied if **your** cover has been restarted,
- **our** pricing when **we** increase **your** cover, and
- the age of the **person covered** when **we** increase **your** cover.

We can't offer **you** Cover Increase Options if:

- **we** didn't accept **your** cover on **standard terms** – so, if **we** had to charge **you** a higher premium, or if **we** had to apply some **exclusions**,
- **we're** paying a claim, considering a claim, or if a medical practitioner has given the **person covered** a diagnosis or possible diagnosis that would allow **you** to make a claim, or
- **you're** not resident in **the UK**, Jersey, Guernsey or Isle of Man.

Renewable option

This option is available if **your** cover summary shows that the **term of the cover** is renewable. **You** have an option to choose a renew period of five or 10 years depending on the **term of the cover you** chose when **your** cover started and the age that the **person covered** will be on **your** new cover end date.

How it works

You'll still have an end date for **your** cover, which is shown on **your** cover summary, but just before that end date **we'll** ask **you** if **you** want to renew **your** cover. **We'll** ask **you** to confirm if **you** want to renew **your** cover at least a month before the date **your** original cover was due to end.

All **you** have to do is confirm to **us** at least five days before the date that **your** cover is due to end that **you** want to use this renewable option. The **person covered** doesn't need to answer any medical questions. If **you** don't confirm that **you** want to renew **your** cover using the renewable option, then **your** existing cover will end on the cover end date shown on **your** cover summary. **You** won't be covered after that date.

If the age of the **person covered** at the new end date for **your** cover would be more than the maximum age that **we** allow at that time, the new cover will have a term equal to the number of whole years between the end date of **your** original cover, as shown on **your** cover summary, and the date the **person covered** reaches **our** maximum age at that time. If this term is less than **our** minimum term at that time, **you** can't use the renewable option and **your** cover will end on the date shown on **your** cover summary. **You** won't be covered after that date.

Your premiums when **you** exercise the renewable option will be based on:

- the same terms **we** applied to **your** original cover – or the terms that applied if **your** cover has been restarted,
- **our** pricing when **you** applied for **your** original cover, and
- the age of the **person covered** when the new cover starts.

Your new cover will have the same additional features as **your** original cover. And it will be on the same terms and conditions **we** offered at the time **your** original cover started.

Lifestyle review

If **we** didn't accept **your** cover on **standard terms** or **we** charged smoker rates, and the **person covered** changes their lifestyle in a way that **you** think reduces the likelihood of a claim, **you** can ask **us** to review the terms for **your** cover. For example, perhaps the **person covered** was a smoker when the cover started but has now given up.

We may need to ask for medical information about the **person covered**, or see proof that the **person covered** has changed their occupation before we make any changes to the terms of **your** cover.

If we can, we'll change the terms of **your** cover to reflect the change in lifestyle of the **person covered**. This may mean we could reduce **your** premium or remove an **exclusion**. If we can't change the terms of **your** cover, we'll explain why.

Even if we later review **your** terms, cover that wasn't originally on **standard terms** cannot be changed to include Cover Increase Options.

Changing your cover in other ways

You can ask us to change **your** cover in other ways not included in this section. For example, **you** might want to add a new cover to **your** plan or reduce an existing cover. You can ask us to do this at any time. If **you** want to add a new cover to **your** plan, we'll need to ask the **person covered** for new medical information.

You can't add a new cover to **your** plan or increase an existing cover if **you're** no longer resident in **the UK**, Jersey, Guernsey or Isle of Man. If **you** remove a cover **you** may not be able to add it back on at a later date if **your** circumstances or the circumstances of the **person covered** have changed.

3. GENERAL TERMS AND CONDITIONS

Source of covers

This cover is issued out of **our** Ordinary Long-Term Business Fund but is not eligible to participate in the profits of that fund or any other funds.

Membership of Royal London

Neither **your** cover nor the plan that it is under, entitles **you** to membership of **Royal London** or participation in profit share.

Cancelling your cover

When **your** cover starts **you** have the right to change **your** mind and cancel **your** cover. If **you** do so within 30 days of receiving **your** cover summary and plan details, we'll refund any premiums **you've** paid to us. If **you** cancel after 30 days, **your** cover will end and **you** won't get anything back.

You can cancel **your** cover or the plan that it is under by contacting us. **Our** address is on page 4 of this booklet. **You** may also want to contact **your** bank to cancel **your** direct debit instruction. **You** should only do this if **you** intend to cancel all of the covers under **your** plan. If **you** intend to only cancel some of **your** covers, we'll automatically reduce the amount we collect once those covers have been cancelled.

If the plan that **your** cover is under is jointly owned, both owners must give us notice. If **you've** put **your** plan under trust, or if **you've** assigned **your** legal rights under **your** plan to someone else, the trustees or assignee must give us written notice that they wish to cancel.

If **you** cancel **your** cover, or the plan that **your** cover is under, after 30 days, **your** cover will end on the day **your** next premium would be due. **You'll** still be covered until that date. So, if **you've** asked **us** to collect **your** premium on a different date to the one on which it's due, **we'll** still collect that premium from **you**. Because **you** are cancelling after the 30 day cancellation period, **we** won't refund any premiums **you've** paid to **us** for the cover **you're** cancelling.

For example, if:

- **your** cover started on 1 February,
- **you** ask **us** to collect **your** premium on the 15th day of each month, and
- on 10 April **you** ask **us** to cancel **your** cover, then,
- **we'll** collect **your** premium due on 1 April because this became payable before **you** asked **us** to cancel **your** cover,
- **we'll** collect this on 15 April because **you've** asked **us** to collect **your** premium on that day, and
- **we'll** cancel **your** cover on 1 May because this is the first day on which **your** next premium would be due.

If **you** cancel, **we'll** tell **you** the date on which **your** cover will end, and whether **you** need to pay a final premium. If **you** don't pay **your** final premium:

- **we'll** cancel **your** cover from the date **your** final premium was due,
- **you** won't be covered from that date, and
- **we** won't pay any claim under **your** plan.

Cash-in value

Your cover, and the plan that it is under, have no cash-in value at any time. This means that if **you** cancel **your** cover or the plan that it is under after the 30 day cancellation period, **you** won't get anything back.

Paying claims

We'll pay all claims by direct credit to a bank account or another method **we** agree with **you**.

Interest

We'll pay interest if payment of any claim is delayed by more than two calendar months after the claim event. The rate of interest will be the Bank of England base rate less 0.5% a year, with an overall minimum of 0.5% a year, calculated on a daily basis.

Exercise of discretion

We'll act reasonably and in good faith when exercising **our** discretion to make decisions that relate to **your** cover.

How we use your personal information

As a customer of Royal London we use your information in a number of ways. This is a notice which we are required to give you under the data protection laws. It tells you how Royal London will use your personal information.

In this notice we've included the uses that we feel would be most important to you. There's further information in our **full privacy notice on our website**.

How do you use my information?

We use your information, which may be provided by you, through your adviser or from your medical professional, in order to set up and service your plan and meet our legal obligations, such as when:

- Setting up and administering your plan.
- Completing any requests or managing any queries or claims you make.
- Verifying your identity and preventing fraud. This is usually where we have a legal obligation.
- Fulfilling any other legal or regulatory obligations.

We also use your information for activities other than plan administration or to comply with legal obligations. Where we do this we need to have a 'legitimate interest'. Activities are assessed and your rights and freedoms are taken into account to ensure that nothing we do is too intrusive or beyond your reasonable expectations. We use legitimate interests for:

- Researching our customers' opinions and exploring new ways to meet their needs – we use personal information to help us understand that our products, services and propositions suit our customers' needs and meet their expectations, as well as improving your customer experience.
- Assessing and developing our products, systems, prices and brand – we generally combine your information with other customers' in order to check if our products are priced fairly, are suitable for our customers and to check if our communications are easy to understand.

- Sending you marketing information – we don't currently send you marketing information about our products. However, we're looking to start communicating with you more frequently about your plan and also finances in general.
- Monitoring the use of our websites. You can see our cookies policy at royallondon.com/cookies.

If we lose touch we'll use a trusted 3rd party to find you and reunite you with your plan, if we can.

We may also monitor and record phone calls for training and quality purposes. This means we have an accurate record of what you tell us to do.

If you want further information about our use of your information for our legitimate interests, you can contact us using the details below. You also have the right to object to any processing done under legitimate interests, which means we may stop using your information in some circumstances.

Who sees and uses my personal information?

Employees of Royal London who need to see or work on your plan are given access to your personal information in order to support you. For example, our call centre staff will access your plan details if you call us.

In addition to our own staff we share your information with other companies so that we can administer your plan and provide our services to you. We only use trusted 3rd parties, such as:

- Service providers, for example UnderwriteMe, who we work with to provide our automated underwriting.

- ID authentication and fraud prevention agencies.
- Your authorised financial adviser(s).
- Auditors.
- Reassurers.
- Medical agencies.
- Legal advisers and legal/regulatory bodies.
- Other insurance providers.
- External market research agencies.
- Data Brokers, for example Experian, in order for us to best understand the products that would be most suited to you.

We make sure the use of your information is subject to appropriate protection and we will never sell your information.

Overseas transfers

Depending on the plan you have, some of your personal information might be processed outside of the European Economic Area (EEA). For more information see the full privacy notice on our website.

What are my rights?

Access – You have the right to find out what personal information we hold about you.

Rectification – If any of your details are incorrect or incomplete, you can ask us to correct them for you.

Erasure – You can also ask us to delete your personal information in some circumstances.

Object – If you have concerns about how we’re using your information, you have the right to object in some circumstances.

Direct marketing – You have a specific right to object to direct marketing, which we’ll always act upon.

Restriction – You have the right to ask us to restrict the processing of your personal information in some circumstances.

Data Portability – In some circumstances, you can ask us to send an electronic copy of the personal information you have provided to us, either to you or to another organisation.

We also make automated underwriting decisions about you when you request a quote or make an application. We use the information you provide as part of the application to decide what price to offer you. You have a right to ask for a person to reassess any automated underwriting decisions we make. More information can be found at royallondon.com/protectionandprivacy.

If you wish to exercise any of these rights please contact us in writing using the contact details below.

How can I find out more?

Our full privacy notice contains more detail on how we use your information, how long we keep your information for our ‘lawful basis’ and your rights under data protection laws.

You’ll find the full notice at royallondon.com/privacynotice or you can call **0800 085 8352** for a recorded version or if you want this in another format.

How to contact our Data Protection Officer (DPO):



GDPR@royallondon.com



Royal London, Royal London House,
Alderley Road, Wilmslow, Cheshire
SK9 1PF

When we may change the terms and conditions applying to your cover or cancel your cover

We may make changes to the terms and conditions applying to **your** cover (including **your** premiums) in the circumstances set out in the paragraphs numbered 1 to 4 on pages 15 and 16.

We can separately make changes to how we use **your** personal information, details of which is set out on pages 12-15. We may update this notice from time to time and we'll alert **you** to the important updates. It's not meant to be a legal contract between **you** and **Royal London** and this doesn't affect **your** rights under data protection laws.

We will, where appropriate, take account of actuarial advice when we make any changes.

We may cancel **your** cover in the circumstances set out in paragraph 1.

We'll normally give **you** 90 days' written notice of a change. This may not be possible for changes which are outside **our** control. We'll give **you** as much notice as we can in such circumstances.

1. We may make changes to the terms and conditions applying to **your** cover (including **your** premiums) or cancel **your** cover if:

- **you** don't tell **us** about changes to any of the answers **you** or the **person covered** gave in the **application**, or to information provided in relation to **your application**, between the date it was completed and the **date we assume risk** on **your** cover,
 - the **person covered** doesn't provide their consent for **us** to ask for medical information within six months of the start of **your** cover from any doctor they have consulted about their physical or mental health to check the accuracy of any statement made in, or in connection with, **your application**,
 - any question answered or any statement made in, or in connection with, **your application** is inaccurate or misleading and this affects **our** decision on the cover **we're** willing to provide,
 - **you** make a claim and **we** find that **you** or the **person covered** haven't told **us** something that affects **your** cover, or
 - **you** don't keep **your** premiums up to date.
2. We may make changes to the terms and conditions applying to **your** cover (including **your** premiums) that **we** reasonably consider are proportionate in the circumstances if, because of a change in legislation, regulation or established practice in relation to such legislation or regulations, or any relevant change or circumstance beyond **our** control:
- it becomes impracticable or impossible to give full effect to the terms and conditions applying to **your** cover,

- failing to make the change could, in **our** reasonable opinion, result in **Royal London's** policyholders not being treated fairly, or
 - the way that **we're** taxed or the way that the plan that **your** cover is under is taxed is changed.
3. **We** may make changes to the terms and conditions applying to **your** cover (including **your** premiums) that **we** reasonably consider won't adversely affect **you**. These may include, for example, changes needed to reflect new services or features that **we** wish to make available to **you**.
 4. **We** may make changes to the terms and conditions applying to **your** cover (including **your** premiums) if **we** become aware of any error or omission in this plan details booklet. **We'll** only make such changes to bring the plan details booklet into line with **your** cover summary or the key facts document relevant to **your** cover.

Contract

The Business Menu Plan is a contract between **you** and **Royal London** based on **your application** to **us**. These terms and conditions are part of the contract between **you** and **us** and should be kept in a safe place. The contract consists of **your application**, these terms and conditions, **your** cover summary for each cover **you** buy and any **endorsements** to these terms and conditions that **we** give **you**. Where there's a conflict between the terms and conditions and **your** cover summary, the terms set out in **your** cover summary will apply.

Mis-statement of age

If when **you** took out **your** cover **we** were told the **person covered** is older than they really are, **we'll** reduce **your** premiums to the amount that **you** would have been charged if **we'd** been told their correct age, and refund any overpayment **you've** made. If when **you** took out **your** cover **we** were told the **person covered** is younger than they really are, **we'll** reduce the amount of cover to the amount that would have been available if **we'd** been told their correct age. This means that, on a claim, **we'll** pay an amount which is lower than the amount shown on **your** cover summary.

Complaints

We hope that **you'll** never have reason to complain, but if **you** do, **you** can contact **us**:



0345 6094 500



protectionhelp@royallondon.com



Royal London, 1 Thistle Street,
Edinburgh EH2 1DG

We'll always try to resolve complaints as quickly as possible. If **we're** unable to deal with a complaint within three working days of receiving it, **we'll** send **you** a letter to acknowledge **your** complaint and give **you** regular updates until **your** complaint is resolved.

We can give **you** more information about **our** complaint handling procedures on request.

We're committed to resolving complaints whenever possible through **our** complaints procedures. If **we** can't resolve a matter satisfactorily, **you** may be able to refer **your** complaint to the Financial Ombudsman Service.

If **you** make a complaint **we'll** send **you** a leaflet explaining the Financial Ombudsman Service. The leaflet is also available on request or **you** can contact the Ombudsman direct:



Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR



0800 0234 567
(calls to this number are now free on mobile phones and landlines)



0300 1239 123
(calls to this number cost no more than calls to 01 and 02 numbers)



complaint.info@financial-ombudsman.org.uk



financial-ombudsman.org.uk

The Financial Ombudsman Service has been set up by law to help settle individual disputes between consumers and financial firms. They can decide if **we've** acted wrongly and if **you've** lost out as a result. If this is the case they'll tell **us** how to put things right and whether this involves compensation. Their service is independent, free of charge and **we'll** always abide by their decision. If **you** make a complaint, it won't affect **your** legal rights.

If we can't meet our liabilities

Your plan is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation if **we're** unable to pay claims due to, for example, insolvency. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme www.fscs.org.uk.

Law

The law of England and Wales applies to **your** cover and the plan that it is under.

Notices of assignment

If **you** assign any of **your** legal rights relating to the plan that **your** cover is under to someone else, **we** must see notice of the assignment. Please send the notice to:



Royal London, 1 Thistle Street,
Edinburgh EH2 1DG

An assignment could take place when **you're** using the plan as security for a loan or have put the plan **your** cover is under in trust.

Rights of third parties

No term of **your** contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not party to **your** contract but this doesn't affect any right or remedy of a third party which may exist or be available otherwise than under that act.

4. DEFINITIONS OF THE WORDS WE USE

This section explains all of the words in **bold** found within this booklet.

Application

This is the application to **Royal London** completed either on paper, online or over the phone containing the information and the answers to the questions that **we** have used to set up **your** cover and includes any related information provided to **us** (or to the medical examiner for **Royal London** or a third party acting on behalf of **Royal London**). Any data capture form used by **your** financial adviser in order to then complete **your** online **application** doesn't form part of **your application**.

Appropriate medical specialist

For the purposes of this cover is a consultant employed at a hospital within the geographical limits listed below who is a specialist in an area of medicine appropriate to the cause of the claim.

- | | |
|-------------------|-------------------|
| • The UK | • Isle of Man |
| • Australia | • Italy |
| • Austria | • Japan |
| • Belgium | • Latvia |
| • Bulgaria | • Liechtenstein |
| • Canada | • Lithuania |
| • Channel Islands | • Luxembourg |
| • Cyprus | • Malta |
| • Czech Republic | • The Netherlands |
| • Denmark | • New Zealand |
| • Estonia | • Norway |
| • Finland | • Poland |
| • France | • Portugal |
| • Germany | • Slovakia |
| • Gibraltar | • Slovenia |
| • Greece | • South Africa |
| • Hong Kong | • Spain |
| • Hungary | • Sweden |
| • Iceland | • Switzerland |
| • Ireland | • USA |

Date we assume risk

The date we assume risk is the later of:

- the date **you** or anyone acting on **your** behalf contacts **us** to ask **us** to start **your** cover, or the plan that **your** cover is under, or
- the date cover starts as shown on **your** cover summary.

Endorsements

Means those documents used to add additional information to **your** cover to amend existing wording which become part of the terms and conditions of **your** cover.

We'll send an **endorsement** to **you** only if **we've** the ability to make certain types of changes to **your** cover.

Exclusion

Means a reason shown on **your** cover summary when **we** won't pay a claim.

Intentional self-inflicted injury

If the cause of the claim is the death of the **person covered**, intentional self-inflicted injury means in **our** reasonable opinion the most likely cause of death is that the **person covered** took their own life, whether or not specifically shown as a verdict or cause of death in a death certificate, coroner's report or other equivalent documentation.

If the cause of the claim is anything other than the death of the **person covered**, intentional self-inflicted injury means any injury the **person covered** has suffered that is in **our** reasonable opinion the result of a deliberate act by the **person covered**.

Person covered

The person named as such on **your** cover summary.

Retail price index

This is the percentage increase in **the UK** government's retail price index (or if that index is no longer available, such other index as **we** reasonably determine to be equivalent) over the 12-month period ending three months before the anniversary of the date the plan **your** cover is under started, subject to a minimum of 2% and a maximum of 10%.

Royal London

The Royal London Mutual Insurance Society Limited.

Royal London Group

Royal London and its subsidiaries.

Standard terms

Your cover is on standard terms unless **we've** charged an extra premium or applied an **exclusion** to **your** cover.

Terminal Illness

Terminal illness – where death is expected within 12 months.

A definite diagnosis by the attending consultant of an illness that satisfies both of the following:

- the illness either has no known cure or has progressed to the point where it cannot be cured, and
- in the opinion of the attending consultant the illness is expected to lead to death within 12 months.

For **us** to accept the diagnosis of the **person covered** as evidence of a claim, it must be:

- made by an **appropriate medical specialist**,
- the first and unequivocal diagnosis of the illness, and
- confirmed by **our** chief medical officer.

Term of the cover

The period between the date **your** cover starts (as shown on **your** cover summary) and the date **your** cover ends. Unless the **person covered** (or if there are two people covered, either of them) dies, or is diagnosed with a **terminal illness** that meets **our** definition, the date **your** cover ends is the date shown on **your** cover summary.

The UK

Means Scotland, England, Wales and Northern Ireland.

We or us or our

Means **Royal London**.

You or your

Means the plan owner or their legal successors except where a different meaning is given in these terms and conditions.



Royal London

1 Thistle Street, Edinburgh EH2 1DG
royallondon.com

We're happy to provide your documents in a different format, such as Braille, large print or audio, just ask us when you get in touch.
All of our printed products are produced on stock which is from FSC® certified forests.

The Royal London Mutual Insurance Society Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The firm is on the Financial Services Register, registration number 117672. It provides life assurance and pensions. Registered in England and Wales number 99064. Registered office: 55 Gracechurch Street, London, EC3V 0RL. Royal London Marketing Limited is authorised and regulated by the Financial Conduct Authority and introduces Royal London's customers to other insurance companies. The firm is on the Financial Services Register, registration number 302391. Registered in England and Wales number 4414137. Registered office: 55 Gracechurch Street, London, EC3V 0RL.